Vermont State Soccer Association
Annual General Meeting
July 25, 2017
Burlington, VT

VSSA AGM AGENDA

To: VSSA & Affiliates

From: SMM

Date: 25 July 2017

What: VSSA AGM

When: July 25, 2017, 6:00pm

Where: The Great Northern

716 Pine St.

Burlington, Vermont 05401

Who: Reps of VSSA/USASA-affiliated leagues and orgs

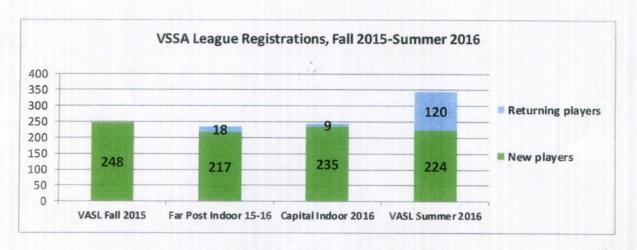




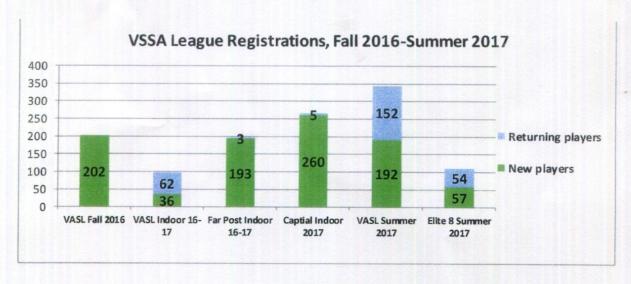


- 1. Welcome and introductions
- Affiliates updates
- 3. VSSA annual registrations Jonas
- 4. Insurance updates and review Scott
- 5. Referee updates Steve
- USSF National database Scott/Jonas
- 7. Growth focus on Women's leagues
- 8. Officers/Board members Election: Unless any nomination for any officer and/or board member other than the current slate of officers/board members is placed before 6:00 p.m. of the date of the AGM 25 July 2017 the board will in the absence of any nomination take that as a consent vote for the current slate.

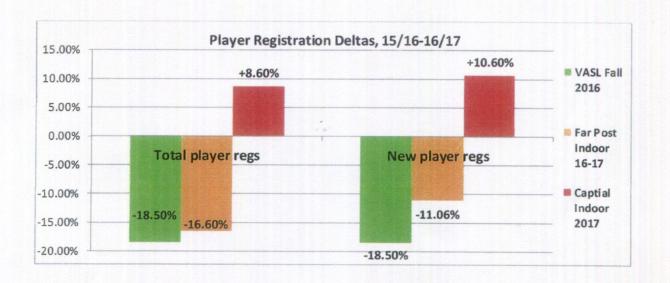
VSSA Registration Statistics, 2015-2017

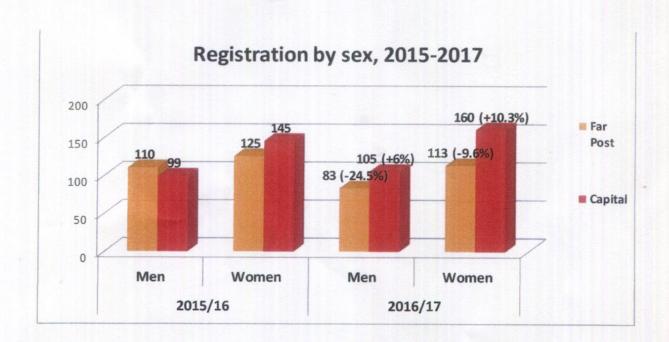


	New players	Returning players	Total
VASL Fall 2015	248		248
Far Post Indoor 15-16	217	18	235
Capital Indoor 2016	235	9	244
VASL Summer 2016	224	120	344
	924	147	1071



	New players	Returning players	Total
VASL Fall 2016	202		202
VASL Indoor 16-17	36	62	98
Far Post Indoor 16-17	193	3	196
Capital Indoor 2017	260	5	265
VASL Summer 2017	192	152	344
Elite 8 Summer 2017	57	54	111
	940	276	1216











Vermont State Soccer Association Post Office Box 5517 Burlington, VT 05402

Spring 2017

Dear Affiliates,

It is a good time to review the insurance programs and coverages that are offered to the affiliated members of VSSA.

Please refer to http://www.usadultsoccer.com/page/show/949935-insurance as your primary source for information and forms.

VSSA through USASA provides your organization the following coverage:

- 1. PAI participant accident insurance;
- 2. General Liability (facility); and
- 3. D&O directors and officers liability.

As a member organization who affiliates with VSSA annually, by submitting the VSSA affiliation form and \$50 fee, these programs and coverages are included at no extra cost. The PAI premium is assessed in our per player registration fee.

As long as your organization adheres to the following:

- 1. affiliate your league with VSSA (submit annual form and \$50 fee);
- register all your players with VSSA through registrar Jonas Hart;
- 3. assure your league games are played only against VSSA (USASA) affiliated leagues (teams);
- 4. use USASA waiver; and,
- 5. your league uses USSF Certified Referees;

then your league is not at risk of jeopardizing any insurance benefit, which in so doing could potentially negate proper coverage under the USASA provided General Liability, PAI, and D&O insurances.

Note:

1. PAI: We are at the \$5,000 limit. If an affiliate organization desires a higher limit (e.g., \$10K or \$20K), VSSA can work with you to secure that coverage. However your per player registration fee will increase. PAI forms and instruction are online and all claim forms must be verified by VSSA Insurance Verification Officer Jonas Hart before submitted to USASA. Please know that if you have a primary health care insurance, this PAI coverage can

supplement your deductible costs (or act as primary coverage if the player does not have insurance). Please make your players aware of this opportunity.

- 2. GL: We have a very comprehensive GL policy. Please refer to the web page for complete details. In addition, be sure to secure a certificate of insurance so you may provide the same to the owners of all the fields where you teams play. Please contact VSSA Insurance Verification Officer Jonas Hart for any Certificate requests.
- 3. D&O: The current "for free" D&O coverage as offered (provided) to VSSA and our affiliates by USASA has a \$25K "retention" rider. Essentially the retention is what VSSA or any of our affiliates would owe if a lawsuit is filed and a plaintiff is successful in being awarded any damages on a claim in excess of \$25K. That means under the current USASA policy, we are obligated to pay the first \$25K if an award is given. Anything above \$25K the D&O policy pays. The retention is our obligation only if an award is given, the policy pays all defense cost regardless. This is what distinguishes a "retention" from a "deductible". If it were a deductible, we would be responsible to pay the first \$25K of defending any claim regardless of whether the plaintiff is successful.

The USASA D&O policy was made available to all state associations, leagues, and teams affiliated at no cost. To make that affordable to USASA, they agreed to a \$25K retention feature. After reviewing the extent of the current coverage and retention feature with Andy Gregory (of Des Champs & Gregory, the policy provider) and discussing this with VSSA Board, VSSA has decided to secure a supplemental D&O policy to close the gap of the \$25K "retention" on our current USASA issued policy to \$1,000 at an annual premium of \$725. A supplemental policy can be secured directly from Des Champs & Gregory or you may wish to solicit proposals elsewhere. Attached are the current D&O policy and application to supplement should you wish to close the retention gap with Des Champs & Gregory.

VSSA and its board members are not insurance agents. This is information you should review with your attorney and/or insurance carriers. What the USASA insurance offers are some level of protection, and only your organization should and can decide if those levels are sufficient. If not, you are free to supplement your organization's coverage as you wish.

Please do not hesitate to reach out to us with any questions or concerns.

Thank you,

Scott Mapes, VSSA President 802-864-8100 / smmapes@aol.com

Jonas Hart, VSSA VP/Registrar/IVO 802-355-8558 / jonas.hart3@gmail.com

Michael Woulf, VSSA Treasurer





DIRECTORS & OFFICERS LIABILITY NAMED INSURED: UNITED STATES ADULT SOCCER ASSOCIATION (AN APPROVED 501c3 NON-PROFIT) IT'S MEMBER NATONAL AFFILIATES, LEAGUES AND TEAMS WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES ON BEHALF OF THE UNITED STATES ADULT SOCCER ASSOCIATION

Company:

Star Indemnity & Liability Co.

Policy Dates:

09/01/16-09/01/17

Coverage:

Not -For-Profit Directors & Officers Liability

Schedule of Insurance:

\$5,000,000 Aggregate Limit (Inclusive of Defense Costs)

Limit of Liability:

Directors & Officers & Employment Practices

Liabillity

\$5,000,000 Per Occurrence/\$5,000,000 Annual Aggregate

Retention:

\$25,000 Directors & Officers

Retention:

\$50,000 Employment Practices Liability

Continuity Date:

09/01/2006



UNITED STATES ADULT SOCCER ASSOCIATION

Member of the United States Soccer Federation

7000 S. Harlem Ave ~ Bridgeview, IL 60455 ~ (708) 496-6870

Email or FA	X Completed Form to: nschmitt@	
State Association Name	State Verification Off Name	icer's
Tume	State Verification Off	icer's
Date	Signature	
League Classification - Please	e circle one - (Men's) (Women's) (Co-	-ed)
LEAGUE NAME		
Mailing Address		
City	State	ZIP
E-mail		Telephone
Web Site		# of Players
PRESIDENT		
Mailing Address		
City	State	ZIP
E-mail		Telephone
VICE PRESIDENT		
Mailing Address		
City	State	ZIP
E-mail		Telephone
ECRETARY		
Mailing Address		
City	State	ZIP
E-mail		Telephone
REASURER		
Mailing Address		
City	State	ZIP
E-mail		Telephone



1712 Magnavox Way P.O. Box 2338 Fort Wayne, IN 46801-2338 1-877-783-1161 Fax 1-260-459-5870 www.kandkinsurance.com

DIRECTORS' AND OFFICERS' including Employment Practices Liability Insurance Application

Rates available through 2/28/18

Sports Directors' & Officers' Program for Not-for-Profit Entities

This program provides important protection for nonprofit entities as follows:

Amateur sports organizations

· High school associations

· Intercollegiate associations

Protection is provided for claims arising out of allegations of errors, omissions or wrongful acts committed by its directors, officers, employees or volunteers. This coverage will respond to allegations of discrimination against a third party, acts beyond granted authority, failure to deliver services, wrongful dismissal, and wrongful employment practices. Defense costs are paid in addition to the limit of liability. Coverage is provided on a claims-made basis, applying only to claims first made during the coverage period.

Eligible Organizations

Organizations that meet all of the following criteria are eligible for coverage under this program subject to underwriting approval:

- The organization has tax exempt status as a not-for-profit organization.
- The annual revenue of the organization from all sources is \$5,000,000 or less.
 (If greater than \$5,000,000 please submit for individual consideration).
- 3. The organization must not be a governmental entity or organization.

Ineligible Organizations

Any entity that does not meet all of the eligibility criteria listed above.

Directors' & Officers' and Employment Practices Liability

Option A

Option

Coverage	Limit
Separate Maximum Aggregate Limit of Liability for	
Directors & Officers Coverage	\$1,000,000 each policy year
Separate Maximum Aggregate Limit of Liability for	
Employment Practices Liability Insurance	\$1,000,000 each policy year
Retention	\$ 1,000 each claim
В	
Coverage	Limit
Separate Maximum Aggregate Limit of Liability for	
Directors & Officers Covered	the contract and and and

Separate Maximum Aggregate Limit of Liability for
Directors & Officers Coverage \$2,000,000 each policy year
Separate Maximum Aggregate Limit of Liability for
Employment Practices Liability Insurance \$2,000,000 each policy year
Retention \$1,000 each claim

Directors' and Officers' Medical Payments

Coverage provides medical expense payments for a bodily injury loss caused by an accident that takes place during activities that are customary to your business in the covered territory for the directors and officers of the named insured. Limit: \$10,000 per director or officer.

Notable Exclusions

This insurance will not pay any claim based upon:

· Advertising injury

- Bodily injury

· Failure to maintain proper insurance

· Funai

· Pollutants

- Property damage

NuclearPersonal injury

· Wrongful death

Premium Information

The total premium charge is fully earned at the inception of coverage and is not refundable. Full premium payment is required to bind coverage. Please refer to the enrollment form for premium.

Optional Coverage

Outside Services/Directorship

This option provides coverage for your board members serving as a director or officer on another non profit entity's board, at the request of the Insured entity.

How to Obtain Coverage

Complete the enrollment form provided with this brochure. The enrollment form must be signed by the president of the board of directors, the executive director, or the treasurer of the organization.

Remit the enrollment form and premium payment to:

K&K Insurance Group Small Commercial Unit 1712 Magnavox Way Fort Wayne, IN 46804 Phone 1-877-783-1161 Fax 1-260-459-5870

You will be notified by K&K if, for any reason, your submission to this insurance program is declined or determined to be ineligible for coverage and your premium payment will be returned or refunded. If your enrollment is accepted, coverage documents will be issued by K&K Insurance. Coverage will become effective the day your enrollment form and premium payment are received and approved by K&K, or on a later date that you may specify. Coverage is provided on an annual basis.

This brochure is for illustrative purposes only, and is not a contract of insurance. You must refer to the actual policy for complete information regarding coverage terms, conditions, and exclusions. A copy of the policy is available upon request.

K&K Insurance Group, Inc. is a licensed insurance producer in all states (TX license #13924); operating in CA, NY and MI as K&K Insurance Agency (CA license #0334819)



1712 Magnavox Way P.O. Box 2338 Fort Wayne, IN 46801-2338 1-877-783-1161 Fax 1-260-459-5870 www.kandkinsurance.com

DIRECTORS' AND OFFICERS' including Employment Practices Liability Insurance Application For Not-For-Profit Entities Enrollment Form

Rates Available Through 2/28/18

Notice: The policy for which this enrollment form is made applies, subject to its terms, only to any "Claim" first made against the "Insureds" during the certificate coverage period.

This form must be completed and returned with your payment. Rates shown are available until February 28, 2018. The submission of this enrollment form does not guarantee coverage. Completion of this enrollment form confirms your desire to obtain insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. An RPG provides group purchasing power for similar risks resulting in potential advantageous coverage terms, competitive rates, risk management bulletins, and rewards for favorable group loss experience. An RPG membership fee may be charged. The expiration date is one full year from the effective date. Read the entire brochure and enrollment form carefully before signing. This is a claims-made coverage.

Name of organization:			Date of incor	poration:
Mailing address:				
City:			State:	Zip:
Contact person:				
E-mail:	Web site:		Fax no: (
Please provide a complete description	on of your operations a	nd events		
Number of full time compensated em	ployees (over 30 hour	s a week for	12 months):	
Number of part time compensated er	mployees (under 30 ho	urs a week o	r less than 12 months):	
Number of volunteers:				
Is the organization a not-for-profit en		Tax ID No.		
Financial Information				
Total organization's annual gro	oss revenue	\$		
(gross revenue includes all re	ceipts from fees, spon	sorships,		
fundraisers, membership, tick				
Total organization's assets on				
Total organization's liabilities of				
If more than \$5 million for a				
Does the organization currently have				
Carrier:				
Desired effective date: Check one.		ge on the da	te my enrollment form a	and payment are received.
☐ Start my coverage on this date:				
Note: Coverage will not be made e	ffective prior to the d	ate that the	enrollment form and	payment are received and
approved by K&K.				
Past Activities No claim that would fall within the sco insurance (including without limitation proposed insurance, or any complain any similar state or local authority), ex If so, explain.	any claim against such t against any such pers	person or en	tity for any employment fore the Equal Employm	practice, as described in the
If none, check here				
No person or entity proposed for this any suspected or threatened claim aginsurance, or any suspected or threat Commission or any similar state or loproposed insurance, except as follows:	gainst any such person of tened complaint against cal authority) which mig	or entity for ar	y employment practice, son or entity before the l	as described in the proposed Equal Employment Opportunit
If none, check here				

Premium Calculation

If your organization meets the underwriting criteria for the program, limits of liability will be available for the following premium which is based upon your organization's annual gross revenue.

Select coverage Option A or B and check the appropriate box.

Option A-Directors and Officers coverage includes a \$1,000,000 limit with a \$1,000 retention per claim and \$10,000 medical payments per person for directors and officers of the named insured and includes separate limits for Employment Practices Liability coverage.

Organiz	ation's Annua	Gros	s Re	evenue	1 Year Coverage Premium
\$	0		\$	1,000,000	\$ 725
\$	1,000,001	-	\$	2,000,000	\$ 1,250
\$	2,000,001	-	\$	3,000,000	\$ 1,775
\$	3,000,001	-		4,000,000	\$ 2,400
\$	4,000,001	-	\$	5,000,000	\$ 2,800
\$	5,000,001 o	r high	er		Refer to company

Option B-Directors and Officers coverage includes a \$2,000,000 limit with a \$1,000 retention per claim and \$10,000 medical payments per person for directors and officers of the named insured and includes separate limits for Employment Practices Liability coverage.

1 Year Coverage Premium

Org	anization's Ann	nual Gro	SS	Revenue	1 Year Co	overage Prem	nium	1
\$	0	-	\$	1,000,000		\$ 1,100		
\$	1,000,001	-	\$	2,000,000		\$ 1,775		
\$	2,000,001	-	\$	3,000,000		\$ 2,625		
\$	3,000,001	-	\$	4,000,000		\$ 3,350		
\$	4,000,001	-	\$	5,000,000		\$ 3,900		
\$	5,000,001	or highe	r		Refer	to company		
					Option A or	B Premium:	\$_	
				Optional Co	verages			
Outside Directorshi	p Liability (sup	plemen	tal r	nust be completed be	elow)			
Your premium is	\$50						\$_	
								15
					Total due		\$	
Name of individual(s) including titl	e(s) or p	oosi	tion(s):	PLEMENTAL (NOT-FOR			
las the individual b	een requested	by the	org		this outside board:		98	□No
	ity incurred an	y claims	in	the past 5 years or is	it currently under any le	gal proceedin	ig oi	investigations?

Reminder:

- · Premiums are 100% fully earned at inception and nonrefundable.
- · Coverage can only be obtained by remitting a signed and completed enrollment form along with payment in full.
- Incomplete enrollment forms will be declined and returned.
- All enrollment forms must be signed by the president, executive director or treasurer of your organization.
- · Coverage will not be made effective prior to the date that the completed enrollment form and payment are received in our office.

Explanations

Notice: Following are several items related to claims made policies that should be considered.

Prior Acts

If a claims made policy contains a retroactive date, that policy provides no coverage for claims arising out of incidents, occurrences, or alleged wrongful acts which took place prior to that retroactive date.

Claims Made During Policy Period

This policy covers only claims actually made or incidents reported against the insured while policy remains in effect, or any applicable extended reporting period. All coverage under the policy ceases upon the termination date, except for the automatic extended reporting period coverage, unless the insured purchases additional extended reporting period coverage.

Extended Reporting Period

The automatic extended reporting period is sixty (60) days from the termination or expiration date of the policy. The additional extended reporting period, if purchased, may be up to three (3) years for non-profit policies. If this extended reporting period is not purchased and the subsequent policy does not provide full prior acts coverage or is an occurrence policy, there may be gaps in coverage.

Claims-made Policy Maturity

When the retroactive date on a claims made policy is concurrent with the effective date of the policy or less than five years prior to the effective date, there is considered to be a reduced level of exposure in relation to an occurrence policy. For this reason, claims made rates are comparatively lower than occurrence rates. As the claims made relationship matures, the insured can expect substantial annual premium increases independent of overall rate level increases. If, however, the retroactive date on a claims made policy is more than five years prior to the effective date of the policy, that claims made relationship is considered mature and rate levels will not increase for this reason.

INSURANCE AGENT INFORMATION
Agency name: DesChamps & Gregory
Agency mailing address: 1812 Manatee Ave. W.
City: Bradenton State: FL Zip: 34205
Agent/contact name: Trouchen Oran
Agency telephone: (941) 748-1812 ext 328 Agency fax: (941) 746-1400
Agent/contact e-mail address:
Do you have existing business with K&K Insurance? ☐ Yes ☐ No
For additional information regarding other programs, log onto our web site at www.kandkinsurance.com.
(For K&K use only) Agency ID#
I represent and warrant as an insurance producer that I currently maintain, and will maintain, all individual, corporate or agency licenses or permits required in order to conduct insurance business in the state coverage for this insured is being written. I further represent and warrant that I currently maintain, and will maintain, errors and omissions insurance for myself, my officers and employees. If requested by K&K, I will provide K&K with reasonably satisfactory evidence of all of the above mentioned items. Signature: Trouchen Oran Date:
Note: A 10% commission is available to licensed agents for this program or a fee maybe be separately charged, subject to state insurance regulations. Agents do not have authority to issue binders or certificates of insurance on behalf of this program.
Making Your Payment Please check payment option.
☐ Check: Please make check payable to K&K Insurance Group, Inc. Enclosed is check #for \$ ☐ Credit Card: If you are making your payment by credit/debit card, please complete the following:
l authorize K&K Insurance to charge VISA MASTERCARD DISCOVER AMERICAN EXPRESS \$
Card number:
Reference number (last 3 digits on back of card):Expiration date:
Print name (as on card):
Cardholder signature:
Caluliolder signature.

Mailing Instructions

Mail enrollment form along with check or credit card information to: K&K Insurance Group • Small Commercial Unit 1712 Magnavox Way • Fort Wayne, IN 46804. If making payment via credit card, you may submit via fax to (260) 459-5870.

Warranty and Disclosure Statement: I understand that the insurance company, in determining whether to provide insurance coverage, will rely on the information contained in this form and all other information being submitted. I hereby warrant, represent and confirm that, to the best of my knowledge, all information provided is complete, true and correct.

I am aware that the insurance company expects accurate reporting for my premium calculation, and should my figures exceed my estimates during the coverage term I will make arrangements to pay the additional premium. I understand that my book and records may be examined or audited by the insurance company at any time during the coverage period and up to three years thereafter. Intentional misrepresentation or misreporting may jeopardize coverage. K&K reserves the right to decline/void any ineligible coverage.

I further acknowledge that, I have reviewed all information provided with this enrollment form and understand the exclusions which apply, as well as the activities and operations for which coverage is not provided. The information I provided on this enrollment form becomes a part of the insurance contract.

Compensation and Other Disclosure Information: K&K Insurance Group, Inc. ("K&K") is an insurance producer licensed in your state. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction involves one or more of these activities. Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In addition, K&K may charge a fee for administrative services. Your signature on your application, quote form, check, credit card and/or other authorization for payment of your premium, will be deemed to signify your consent to and acceptance of the terms and conditions including the compensation, as disclosed above, that is to be received by K&K. The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and compensation expected to be received based in whole or in part of any alternative quotes presented to the purchaser by the producer, by emailing a written request to warranty@kandkinsurance.com.

In addition, premiums paid by clients to K&K for remittance to insurers, client refunds and claim payments paid to K&K by insurance companies for remittance to clients are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, K&K will retain the interest or investment income earned while such funds are on deposit in such accounts.

In placing, renewing, consulting on or servicing your insurance coverages K&K and its affiliates may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by K&K with the insurance company or the overall performance of the policies placed with that insurance company, not on an individual policy basis. As a result, K&K may be considered to have an incentive to place your insurance coverages with a particular insurance company. Where K&K participates in contingent commission arrangements with insurance companies, K&K may be entitled to additional commission in the range of 0 to 5% depending upon whether and when specified thresholds are achieved.

Our liability to you, in total, for the duration of our business relationship for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with or related to our services (including a failure to provide a service) that we provide in total shall be limited to the lesser of \$2,500,000 or the singular annual limit of the policy of insurance procured by us on your behalf from which your damages arise.

This liability limitation applies to you, our client, and extends to our client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (each a "Client Group Member" of the "Client Group") wherever located that seek to assert claims against K&K, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "K&K Group Member" of the "K&K Group"). Nothing in this liability limitation section implies that any K&K Group Member owes or accepts any duty or responsibility to any Client Group Member.

If you or any of your Group Members asserts any claims or makes any demands against us or any K&K Group Member for a total amount in excess of this liability limitation, then you agree to indemnify K&K for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by K&K or any K&K Group Member that exceeds this liability limitation.

Aon Corporation, our ultimate parent company, and its affiliates have from time to time sponsored and invested in insurance and reinsurance companies. While we generally undertake such activities with a view to creating an orderly flow of capacity for our clients, we also seek an appropriate return on our investment. These investments, for which Aon is generally at-risk for potential price loss, typically are small and range from fixed-income to common stock transactions. In such case, the gains or losses we make through your investments could potentially be linked, in part, to the results of treaties or policies transacted with you. Please visit the Aon website at http://www.aon.com/market_relationships for a current listing of insurance and reinsurance carriers in which Aon Corporate and its affiliates hold any ownership interest.

Applicant signature:	Date:	
	executive director, or treasurer acting as an authorized agent of the organization)	
Printed name:	Title:	

VSSA 2016 Profit & Loss Statement

Income

Player Registration Fees from affiliated le	eagues \$13,645.21
Leauge Annual affiliation Fee(s)	\$150.00
Interest	\$2.16
total income	\$13,797.37

Expenses

	Player Registration Fees to USASA	\$10,044.00
	VT market brief/prospecting meeting	\$0.00
	USASA & USSF meeting (travel expenses)	\$2,166.17
	US Affiliation Fee	\$100.00
	Referee Conference and Development sponsorships	\$350.00
	Supplies/Printing	\$0.00
	VT sec. of state	\$0.00
total expe	enses	\$12,660.17

\$1,137.20

\$17,897.93

Balance Sheet as of 12/31/16

Assets 12/31/2016

Assets

Total Assets

Net profit

KeyBank checking	\$6,345.89
KeyBank Savings	\$11,552.04